



REQUEST FOR SEALED BID
SAM LIONS TRAIL PIPE REPAIR
HYDROPHILIC POLYURETHANE RESIN METHOD
AUGUST 19, 2015

Sealed bids will be received until **2:00 p.m. on Friday, September 4, 2015**, by the City of Martinsville Public Works Department to contract with a firm for the repair of Pipe on Sam Lions Trail, with the Hydrophilic Polyurethane Resin method, as per the scope of work. Bids will be received at the office of the Purchasing Manager, Karen Mays, Central Warehouse, located at 990 Fishel Street, Martinsville, Va. 24112-3248. Bids may be mailed, hand delivered or sent by FedEx or UPS to the 990 Fishel Street. Bids also may be mailed to the City of Martinsville, Purchasing Department, P O Box 1112, Martinsville, Va. 24114-1112.

Contact Chris Morris at 276-252-7763 to schedule a site visit. Inquiries should be sent to Karen Mays at kmays@ci.martinsville.va.us, answered by the City and returned by email. The City will decide if an addendum is necessary.

Scope of Work

The scope of work on this project involves rehabilitating various sizes of in situ corrugated metal pipe. Rehabilitation includes utilizing **approved hydrophilic polyurethane resin for joint repair**, a hydrophobic polyurethane injection resin to backgrout all necessary joints and fastening culvert grade aluminum plates using a unique riveting-type process, throughout the corroded invert. An approved high density hydrophobic polyurethane injection resin will be pumped beneath the aluminum plates to fill voids and stabilize the bottom of the pipe in this area. The material is to be installed per the approved manufacturer's instructions. If required, a two-component elastomeric membrane will be spray-applied to the pipe interior above the plated invert.

Dewatering and Cleaning

The General Contractor will be responsible for all dewatering of conduit in preparation for sealing, backgrouting and coating process if needed.

Materials

Hydrophilic polyurethane injection resins

Hydrophilic polyurethane injection resin for use in construction of containment dams and joint repair shall be a Hydrophilic Polyurethane Resin. A certification from ANSI for use in potable water systems shall be submitted and approved by the contracting officer prior

to use. Typical physical properties at 73° F are:

Appearance:	Amber liquid
Viscosity:	250-350 cps
Wt. Per Gal.:	8.65 lbs
Solids Cont:	88%
Induction Time:	3 to 4 minutes
Cure Time:	5 to 6 minutes

Cured foam tests

Bond Strength:	60 psi	ASTM 882
Tensile Strength:	450 psi	ASMT D-3574
Elongation:	350%	ASTM D-3574
	64%	ASTM 1623, free rise
Shrinkage:	less than 2%	ASTM D-1042/D-756
Int. Lin. Shrink.:	5%	
Tear Resist:	21 lbs/in	ASTM D-3574
Density:	610 kg/m ³	

Polyurethane injection resin for use in backgrouting and filling voids shall be a Moisture Activated Hydrophobic Polyurethane Resin. This material shall utilize a catalyst to activate timed expansion as required by the site conditions. A certification from ANSI for use in potable water systems shall be submitted and approved by the contracting officer prior to use. Typical physical properties at 73° F are:

Appearance:	brown liquid
Viscosity:	120 cps
Wt. Per Gal.:	9.34 lbs
Solids Cont:	100%

Cured foam tests

Tensile Strength:	41 psi	ASMT D-3574
Elongation:	3.4%	ASTM D-3574
Shrinkage:	none	ASTM D-1042/D-756

Typical physical properties of Catalyst at 73° F are:

Appearance:	clear liquid
Viscosity:	15-20 cps
Wt. Per Gal.:	8.73 lbs
Solids Cont:	100%

The jute oakum for use as a composite containment dam shall consists of a fibrous twisted jute rope, dry and oil free meeting Federal Specification HHP117, T-1.

Aluminum Plating

Aluminum alloy sheets shall conform to the applicable requirements of AASHTO M 197 for alclad alloy 3004-H34 or H32. All sheets shall be new and unused and a minimum of 16-gage nominal thickness.

Two-component Elastomeric System (optional)

This system shall be a waterborne, polymer-modified, two-component elastomeric system that is spray applied to form a non-toxic, seamless fully bonding monolithic membrane. The contractor shall be a certified applicator and approved for this type of work to insure conformance to manufacturer's instructions.

This system shall be certified to meet the following physical properties:

<u>Test</u>	<u>Result</u>	<u>Method</u>
Elongation	>1,750 %; Max machine stroke reached	ASTM D412
<u>Test</u>	<u>Result</u>	<u>Method</u>
Tensile Strength	No failure; Max machine stroke reached	ASTM D412
Recovery	95%	ASTM D412
Peel Strength	Material does not peel from substrate	ASTM D903
Puncture Resistance	No puncture at deflection at 12.5" Maximum machine stroke reached	ASTM E154
Low Temp Elong. (at 22° F)	>500%	ASTM D412-92
High Temp Aging (48 days at 176°	Elongation >300% min. No deterioration at failure	ASTM D240
Service Temp.	-35 to 176° F No deterioration at failure	ASTM D412-92 ASTM D746
Water Absorption	Wt. change 1.02% maximum	ASTM D570
Water Vapor Trans.	0.08 grains/hr./ft ²	ASTM E96
Permeance	0.16 grains/hr./ft ² /in Hg (perms)	ASTM E96
Resist Hydro Head	>150 ft water, no leak observed	Calders Testing Hydro Stand 10-30K
Ozone Exposure (41 days @ 100 ppm, maintained at 95° F)	Period equivalent to 14 yrs. Exposure in outdoor ambient environment No deterioration at failure	ASTM G19 ASTM D756

Salt Fog Exposure (@ 95° F for 1,000 hours)	No deterioration at failure	ASTM B117-90
Biomonitoring (daphnia, fathead Minnow, algal)	Passed	SeaCrest Int'l.
Cathodic Disbond Class A Fire Rating (1/2":12 slope)	No disbondment Passed	ASTM G8 ASTM E108-94
UV Light Expos.	Period equivalent to 57 yrs. Exposure in outdoor ambient environment	ASTM G26
Accel. Aging Noise Reduction	Period equivalent to 61 yrs. 98% @205 mils	ASTM D573 ASTM E1007 ASTM E492

Submittals

Submittals for all materials and experience as referenced herein shall be provided to the Engineer/Owner for approval one week prior to work being initiated. No work shall be performed without express written approval by the Engineer/Owner.

Experience and Certification

Contractor shall provide City with five (5) projects, including references and contact information, where pipe culvert rehabilitation described herein was successfully performed within the last year. Contractor shall provide approved applicator certification from manufacturers of polyurethane resins and two component elastomeric system, as described herein. Onsite supervisor must be NCDOT Level I or II certified for Erosion and Sedimentation Control. Certifications are to be submitted accordingly (see Submittals).

Installation

1. Cleaning and Preparation

Culvert inverts will be cleaned using high-pressure power washer and hand-brooming.

Protruding areas in the invert caused by corrosion such as severe pitting or perforations will be either cut away and disposed of at the contractor's expense or hammered out so area no longer protrudes into pipe interior.

2. Inlet Protection

A small toe wall will be constructed underneath existing pipe inlet and outlet to prevent further undermining and to hold replaced bedding if needed. The toe wall will be located at the

interface with the existing embankment and the projection point of the culvert. It will be constructed by hand using either sand bags at the direction of the engineer. If needed a lightweight nonwoven geotextile will be placed on the soil side of the wall to help prevent soil migration.

3. Invert Protection

Eroded bedding underneath the pipe will be replaced with washed pea gravel where perforations and large voids exist permitting access to these areas.

Minimum 16 gage aluminum alloy plates shall conform to the applicable requirements of AASHTO M 197 or ASTM B209 for alclad alloy 3004-H34 or H32 plates will be placed in the invert using stainless steel, self-tapping screws or fasteners. The bottom of plates shall be precoated with an elastomeric two component system (see #6 below). The plates will be shingled such that the leading edges will not be exposed to hydraulic traffic and underneath the trailing edge of the adjacent upstream plate. The plates covering areas where bedding has been eroded will be equipped with Zerk-type fittings to facilitate pumping of hydrophobic polyurethane injection resin.

A moisture activated hydrophobic polyurethane injection resin meeting all requirements shall be pumped underneath plates using Zerk-type fittings to fill voids underneath pipe invert.

4. Sealing Pipe Joints

All interior pipe joints where needed shall be sealed using a containment dam consisting of polyurethane as specified above along with an approved jute oakum.

Clean area in joint, removing soil, grease or chemical contaminants with water and scrub brush. Spray joint with water prior to inserting containment dam. Cut the oakum into appropriate lengths and saturate with hydrophilic polyurethane resin. Rubber gloves shall be used while handling activated oakum. Avoid breathing urethane vapors (see Ventilation). Submerge saturated oakum in water per manufacturer's instructions. Force oakum into joint and drive in as deep as possible with screwdriver or pry bar. Allow to cure.

Drill 3/8" injection port holes at approximately 18" cc around the periphery of each joint. Clean holes by injecting water through a wand that will reach the back of the hole. Insert Prime Resins Injection Port (or approved equal), flush water into the port holes, leaving the fittings off.

5. Backgrouting Pipe Joints

Mix the appropriate ratio of catalyst to hydrophobic polyurethane resin as the conditions require, following the recommended rates per the manufacturer.

Apply first fitting to port in the bottom and pump resin at a pressure of 250 psi minimum

or per manufacturer's instructions. When material begins to flow out of next port up, apply fitting and begin pumping in through that port, working around the entire perimeter of the joint.

*Optional

6. Waterborne, Polymer Modified, Two Component Elastomeric Coating

Subsequent to placement of invert protection, sealing and backpacking the joints, a 60-mil thick coating of an approved polymer modified two-component elastomeric system shall be spray applied in accordance with the manufacturer's instructions.

Both components shall be water based, non-flammable, non-hazardous liquids that present no application, transportation or storage hazards.

The material shall remain unaffected by long-term ultra-violet exposure. It shall be non-toxic and the application shall not produce VOCs or offensive odors.

Confined Space Entry

The contractor and all laborers shall be certified per OSHA regulations for Confined Space Entry. All laborers shall wear full harnesses, meeting OSHA regulations with sufficient lengths of ½ -inch nylon rope tied off at entry. An outside supervisor shall be stationed at the entry during work inside pipe. Supervisor and crew shall communicate using standard-issue 2-way communication devices.

The contractor is responsible for entry using a ladder or other acceptable means. Entry security is to be maintained by the contractor during the project and in coordination with the contracting officer.

Ventilation

A ventilation fan, stationed outside the pipe manhole entry, shall be utilized to pump clean air into the work area. The fan shall employ sufficient duct to force air into the work zone. Contractor is responsible for operation of fan.

Air quality detection device with alarm shall be worn to measure exhaustables and other harmful gases, such as hydrogen sulfide.

Clean Up

The contractor is responsible for all necessary clean up.

Payment

Payment shall be lump sum for sealing and backgrouting all joints, plating and coating as

specified above.

Repair of 75 LF of 48" CMP under Sam Lions Trail

Scope of Work

- Seal joints by inserting polyurethane-impregnated jute rope into the joint which will expand to provide a type of in situ rubber gasket, as well as a containment dam. The polyurethane will be a single-component, *hydrophilic*, moisture- activated resin, compounded for this specific purpose.
- Insert ports around each joint at a predetermined spacing and backgrout utilizing moisture-activated *hydrophobic* polyurethane. This material will permeate and expand to fill voids, seal the joint and restore the needed structural bedding and backfill around the joint.
- Secure 16-gage culvert-grade aluminum plates using stainless steel fasteners, covering the invert of the pipe. The plates will be shingled accordingly to prevent undermining. The width of the aluminum will be sufficient to cover the corroded areas and permit fastening to good steel. The back of the plates will be coated prior to installation with an elastomeric membrane to prevent any possible galvanic activity.
- A single-component, *hydrophobic*, moisture-activated polyurethane will subsequently be pumped beneath the plates which will permeate and expand to fill voids and restore the structural bedding under the entire structure. Once cured, this material will create a composite mass that is impermeable and non-erodible.
- Drive ½" probes to invert elevation around the boxes and inject the expanding polyurethane in lifts to consolidate the soils and seal the box preventing any further soil migration in that area. Remove probes and perform any clean up.

Pricing should include all necessary equipment, labor, materials, insurance and a one (1) year warranty as of the successful installation date. All polyurethanes should be environmentally friendly and certified acceptable for potable water use by ANSI/NSF 61.

The City of Martinsville is not liable for any costs incurred by contractors prior to issuance of a contract.

A. IMMIGRANT REFORM AND CONTROL ACT OF 1986

By signing its SOQ, the offeror certifies that it does not and will not during the performance of this contract violate the provisions of Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

PROPOSAL PREPARATION & SUBMISSION

B. SUBMITTAL

Local, minority – owned, and female – owned firms are encouraged to respond. The City of Martinsville is an Equal Opportunity Employer. Proposals from minority, female, and local firms are invited. All responding firms / individuals shall comply with Executive Order 11246.

It is the responsibility of the offeror to ensure that their bids reach the appropriate office prior to the close time on the proposal. Responses received after the date and time of closing will be considered non-responsive. Bids will not be accepted via fax machine or internet e-mail.

Respondents should submit two (2) copies of the bid titled **CITY OF MARTINSVILLE SAM LIONS PIPE REPAIR PROJECT** to Karen Mays, Purchasing Manager, P. O. Box 1112, Martinsville, Virginia 24114 **by September 4, 2015, 2:00 p.m.** Bids may also be mailed or sent by FedEx or UPS to the City of Martinsville Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112-3248.

The offeror shall be fully responsible for all costs incurred in the development and submission of the proposal.

If you desire not to respond to this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address.

The City of Martinsville may cancel this Request for Sealed Bid or reject bids at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous

REFERENCES:

Proposal shall provide a list of at least 5 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number and email address.

ORGANIZATION/ADDRESS/CONTACT PERSON/ TELEPHONE/EMAIL ADDRESS

1. _____

2. _____

3. _____

4. _____

5. _____

Work should be completed within 30 days of the notice of award. Your firm can complete this project within _____days.

Company Name

Authorized Signature

Signature Sheet
Sam Lions Trail Pipe Repair

My signature certifies that the proposal as submitted complies with the Scope of Work and all Terms and Conditions as set forth in this Request for Bid.

My signature further certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this bid by all conditions of the bid and certify that I am authorizing to sign this bid.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Email Address _____

GENERAL TERMS/ CONDITIONS

C. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.
2. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.
3. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
4. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
6. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

D. DRUG FREE WORK PLACE

During the performance of this contract, the contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

E. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City of Martinsville; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Martinsville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard

Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury
Builders Risk

Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

All policies shall name the City of Martinsville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

F. OBSERVANCE OF LAWS

The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract.

G. PERFORMANCE

In case of default by the Contractor, the City of Martinsville may procure the services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

H. PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Martinsville, Commonwealth of Virginia or any other requesting agency having jurisdiction. Contact the Commissioner of Revenue's Office at 276-403-5131 for details and instructions.

I. SUBCONTRACTS

No proposed subcontractor shall be disapproved by the City of Martinsville except for cause.

The Contractor shall be as fully responsible to the City of Martinsville for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

J. WORK CHANGES

The City of Martinsville without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$10,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing

materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.

K. ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this City. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

L. HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the contract, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

M. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

City of Martinsville government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Martinsville, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments.

It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

N. TERMINATION

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

1. Termination for Convenience - In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty- (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
2. Termination for Cause - Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.
3. Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

O. RECORD RETENTION; AUDITS

The contractor shall retain, during the performance of the contract and from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; contract amendments; insurance documents; memoranda; and correspondence. Such records shall be available on demand and without advance notice during normal working hours.

The City may perform in-progress and post-contract audits of the contractor's records as a result of a contract awarded pursuant to this RFP. Such records shall be available on demand and without notice during normal working hours.

P. ASSIGNMENT OF CONTRACT

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

Q. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Martinsville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the City of Martinsville, relating to the particular goods or services purchased or acquired by the City of Martinsville under said contract.

R. QUALIFICATIONS OF OFFERORS

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

S. NONDISCRIMINATION OF CONTRACTORS

A proposal, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the proposal or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for (30) days. At the end of the (30) days, the proposal may be withdrawn at the written request of the proposer. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

U. PIGGY BACK CLAUSE

According to the State of Virginia Public Procurement Act, any other state, local or government agency may use this bid as a basis for procuring such items.

V. CLEANUP

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery, and surplus materials.

If the Contractor fails to clean up at the completion of the work, the City of Martinsville may do so and the cost thereof shall be charged to the Contractor.